

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

Jones & Jones Leasing Co., LLC

Plaintiff,

v.

Zepa Industries, Inc.,

Defendant.

Case No. 2:19-CV-12746

Hon. Linda V. Parker

Magistrate Anthony P. Patti

DECLARATION OF WAYNE D. JONES

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

Wayne D. Jones, being first duly sworn, states as follows:

1. I have personal knowledge of the facts set forth in this affidavit, and if sworn as a witness, can competently testify to them.
2. I am the majority member and manager of Jones & Jones Leasing Co., LLC (“Jones”).
3. Jones is a Delaware limited liability company with its principal place of business in Ann Arbor, Michigan.
4. Jones is owned by two members, both of whom are residents of Florida.

5. In early 2018 Jones sought proposals from contractors for work on a residence that Jones is building in Ann Arbor Michigan (the “Residence”).

6. After various meetings and negotiation over scope and terms of the work, I signed, on behalf of Jones, two separate contracts for Zepso to complete work on the Residence: 1) to complete to design, manufacture, and install stairways; one interior and one exterior (the “Stairs Contract”); and 2) to design, manufacture and install “millwork” (e.g. cabinetry, trim, doors, paneling) for the Residence (the “Millwork Contract”) (collectively, the “Contracts”).

7. Each of the Contracts includes a “proposal” prepared by Zepso, which details various terms and conditions including pricing, terms, specifications, scope, warranties, and various other conditions detailing the work it proposed to do.

8. Zepso sent the final copies of the proposals and other contract documents by email for review and execution. At Zepso’s insistence, I signed and dated each page of the proposals for both Contracts.

9. At no time prior to the eventual termination of the Contracts did anyone from Zepso discuss or provide any additional documents or terms that were to be part of the Contracts.

10. Specifically, the “Terms and Conditions” pages attached to Zepso’s motion in this case as Exhibit 1 were not included in any of the documents I reviewed or signed. Prior to termination of the Contracts, Zepso never provided copies of the

terms and conditions pages and never discussed the incorporation of its purported Terms and Conditions into the Contracts.

11. If the Terms and Conditions had been provided or communicated to me, I would not have agreed to them as part of the Contracts.

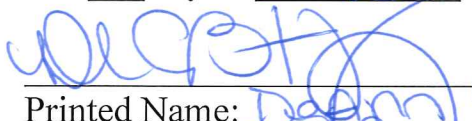
DECLARATION

I, Wayne D. Jones, pursuant to 28 U.S.C. § 1746, declare under penalty of perjury that the foregoing is true and correct.



Wayne D. Jones

Executed on October 17, 2019
Subscribed and sworn to before me
this 17 day of October, 2019.


Printed Name: Deann Hervey
Notary Public, Mich County, Livingston
My commission expires: 12/5/24

